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14 Attorneys for Plaintiff Ripple Services, Inc.

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

14 RIPPLE SERVICES, INC., a Delaware  
15 corporation,

16 Plaintiff,

17 vs.

18 BETUR INC. (dba Coins.ph), a Philippines  
19 company,

20 Defendant.

CASE NO.:

COMPLAINT FOR:

(1) BREACH OF CONTRACT

DEMAND FOR JURY TRIAL

1 Plaintiff Ripple Services, Inc. (“Plaintiff” or “Ripple”) files this Complaint against  
2 Defendant Betur Inc. (dba Coins.ph) (“Defendant” or “Coins”), and alleges as follows:

3 **NATURE OF THE CASE**

4 1. Ripple brings this breach of contract action to enforce the terms of the Confidential  
5 Settlement Agreement (“Settlement Agreement”) between Ripple and Coins dated May 23, 2023.  
6 Pursuant to the terms of the Settlement Agreement, Coins agreed to pay Ripple a total of  
7 [REDACTED]

8 [REDACTED]  
9 2. Coins failed to pay Ripple [REDACTED], due on or by  
10 [REDACTED]. Ripple demanded that Coins remedy the situation immediately, but Coins  
11 ignored that request. Ripple therefore brings this action to compel Coins to honor its obligations  
12 under the Settlement Agreement, and to seek damages for the harm caused by Coins’s willful  
13 breach.

14 **THE PARTIES**

15 3. Plaintiff Ripple is a Delaware corporation headquartered in San Francisco,  
16 California.

17 4. Upon information and belief, Defendant Coins is a corporation located in the  
18 Philippines.

19 **JURISDICTION AND VENUE**

20 5. This Court has personal jurisdiction over Coins because Coins has consented to  
21 jurisdiction in this Court, and to application of California law, by agreement of the Parties.  
22 Specifically, [REDACTED]

23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 In addition, Coins breached the Settlement Agreement in this judicial district giving rise to this  
2 action.

3 6. This Court has diversity jurisdiction over this action because the amount in  
4 controversy exceeds \$75,000 and this action is between citizens of different jurisdictions. Ripple  
5 is a citizen of California and Delaware. Coins is a citizen of the Philippines. *See* 28 U.S.C. §  
6 1332.

7 7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 (b) and (c)  
8 because a substantial part of the events giving rise to this action occurred in this judicial district,  
9 because Coins is subject to this Court's personal jurisdiction with respect to this action, and  
10 because Coins resides outside of the United States.

#### **DIVISIONAL ASSIGNMENT**

11 8. Assignment to the San Francisco/Oakland division is appropriate because Ripple is  
12 located in San Francisco county.

#### **FACTUAL ALLEGATIONS**

13 9. In 2018, Ripple and Coins entered into an Exchange Integration Agreement.  
14 Thereafter, the parties had a dispute regarding fees that Coins was charging under the Exchange  
15 Integration Agreement.

16 10. On May 23, 2023, Ripple and Coins entered into a written Settlement Agreement to  
17 resolve their dispute regarding the excessive fees Coins had charged.

18 11. [REDACTED] Coins agreed to pay Ripple  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 12. Coins made the first [REDACTED] payment and [REDACTED]  
4 payment due and owing [REDACTED]. When the [REDACTED] payment was due,  
5 however, Coins failed to pay. Coins thereafter ignored Ripple's demand to pay the amount owed.  
6 To date, Coins still owes Ripple [REDACTED]  
7 [REDACTED]

8 **FIRST CAUSE OF ACTION**

9 **(BREACH OF CONTRACT)**

10 13. Ripple realleges and incorporates by reference the allegations set forth in  
11 paragraphs 1 through 12 as though fully set forth herein.

12 14. Ripple and Coins entered into a valid, binding written contract: the Settlement  
13 Agreement. [REDACTED] Coins promised to pay Ripple [REDACTED]  
14 [REDACTED].

15 15. Ripple performed all of its conditions and obligations under the Settlement  
16 Agreement.

17 16. Coins breached the terms of the Settlement Agreement by failing to pay Ripple as  
18 required under thereunder.

19 17. As a result of Coins's breach of contract, Ripple has been damaged. In addition to  
20 the installment payments that Coins owes, Coins is also required to pay Ripple's attorneys' fees  
21 and costs associated with being forced to bring this action to enforce the terms of the Settlement  
22 Agreement, [REDACTED].

23 **Prayer for Relief**

24 WHEREFORE, Ripple respectfully requests the entry of judgment on its cause of action  
25 against Coins as follows:

26 a. To order Coins to pay damages to Ripple in an amount not less than  
27 \$750,000;  
28

b. For attorneys' fees and costs

c. For pre-judgment and post-judgment interest;

d. To award such other relief as may be just.

## **JURY TRIAL DEMAND**

Plaintiff Ripple requests a trial by jury for all matters that can be so tried.

DATED: December 1, 2023

Respectfully submitted,

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

By /s/ *David M. Grable*

David M. Grable

Attorneys for Plaintiff Ripple Services, Inc.